

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

**COTTON STATES MUTUAL
INSURANCE COMPANY,**

Plaintiff,

10

Case No. 2:07cv868-WKW

LEE A. SELLARS and JASON ANDREW
DONALD,

Defendants.

ANSWER OF DEFENDANT LEE A. SELLARS

Defendant Lee A. Sellars (“Sellars”) answers the plaintiff’s complaint in this matter as follows:

FIRST DEFENSE

The complaint fails to state a claim upon which relief can be granted.

SECOND DEFENSE

For answer to the numbered paragraphs of the plaintiff's complaint, Sellars states as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.

6. Sellars admits that this is an action for Declaratory Judgment, but denies the plaintiff is entitled to any of the relief requested as to him.

7. Admitted.

8. Admitted.

9. Sellars admits that the subject policy period began in November 6, 2006, but denies that the Declaration Page, attached as Exhibit "B" to the Complaint, is a complete and accurate Declarations Page for this policy period.

10. Sellars admits that he reported and made a claim to plaintiff pursuant to his automobile policy regarding the accident at issue, but denies that he made any claim on behalf of or with regard to Defendant Jason Donald.

11. Sellars denies that the facts as alleged in this paragraph occurred on "April 3, 2007," but admits the remaining allegations of this paragraph.

12. Sellars denies that "April 3, 2007" is the correct date that the subject vehicle was operated, but admits the remaining allegations of this paragraph.

13. Admitted.

14. Sellars is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph, and therefore, denies the same.

15. Sellars admits that he filed a report with the Foley, Alabama Police Department on April 2, 2007 reporting the unauthorized use of the vehicle by Defendant Jason Donald, that the report/case number given by the Foley Police Department is 071642, and that the report is attached to the Complaint as Exhibit "C". Sellars denies the remaining allegations in this paragraph and demands strict proof thereof.

16. Sellars admits that the Alabama Uniform Traffic Accident Report is attached to the complaint as Exhibit "D". Sellars admits that the remaining allegations of the complaint are statements contained in Exhibit "D", but Sellars is without knowledge or information sufficient to form a belief as to the truth of those statements, and therefore, denies the same.

17. Sellars denies the allegations of this paragraph and demand strict proof thereof.

18. Sellars admits that he reported and made a claim to plaintiff pursuant to his automobile policy regarding the accident at issue, but denies that he made any claim on behalf of or with regard to Defendant Jason Donald.

19. Sellars denies the allegations of this paragraph and demands strict proof thereof.

20. Sellars denies the allegations of this paragraph and demands strict proof thereof.

21. Sellars denies the allegations of this paragraph and demands strict proof thereof.

22. Sellars denies the allegations of this paragraph and demands strict proof thereof.

23. Sellars denies the allegations of this paragraph and demands strict proof thereof.

24. Sellars denies the allegations of this paragraph and demands strict proof thereof.

25. Sellars denies the allegations of this paragraph and demands strict proof thereof.

26. Sellars denies the allegations of this paragraph and demands strict proof thereof.

27. Sellars denies the allegations of this paragraph and demands strict proof thereof.

28. Sellars denies the allegations of this paragraph and demands strict proof thereof.

THIRD DEFENSE

As to the paragraph of the plaintiff's complaint beginning with "WHEREFORE", Sellars denies that the plaintiff is entitled to a judgment as requested as to him, denies that the plaintiff is entitled to costs of this action, and denies that the plaintiff is entitled to any other relief for the claims and allegations raised in the complaint or otherwise.

FOURTH DEFENSE

Sellars denies each and every allegation of the complaint that is not expressly admitted and further denies that the plaintiff is entitled to any relief.

FIFTH DEFENSE

Sellars pleads the defenses of unclean hands, waiver, and estoppel (judicial, legal, and/or equitable).

SIXTH DEFENSE

Sellars reserves the right to assert additional defenses based upon information learned during the course of this litigation and/or through discovery in this action.

Respectfully submitted this the 23rd day of October, 2007.

/s/Louis M. Calligas

One of the Attorneys for Defendant,
Lee A. Sellars

OF COUNSEL:

William B. Sellers (SEL024)
wsellers@balch.com
Louis M. Calligas (CAL060)
lcalligas@balch.com
BALCH & BINGHAM LLP
P. O. Box 78
Montgomery, AL 36101-0078
Telephone: (334) 834-6500
Facsimile: (334) 269-3115

CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system and service will be perfected upon the following this the 23rd day of October, 2007:

Jannea S. Rogers
Adams and Reese, LLP
P.O. Box 1348
Mobile, AL 36633-1348

In addition, I hereby certify that I have mailed by United States Postal Service a copy of the foregoing document to the following non-CM/ECF participants this the 23rd day of October, 2007.

James Andrew Donald
9655 Wilson Road
Elberta, Alabama 36530

/s/ Louis M. Calligas
OF COUNSEL